

## AGREEMENT TO SUB-LEASE

(Without possession)

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This Agreement to Sub- Lease together with all schedules ("**Agreement**") is executed at Greater Noida on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### AMONGST

**AR LANDCRAFT LLP** a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at UM House, 3<sup>rd</sup> Floor, Plot No. 35, Sector - 44, Gurgaon, Haryana 122002 (hereinafter referred to as "**Developer**" / "**Lessee**") through its authorized representative \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, and assigns) of the **ONE PART**;

### AND

**[If the Allottee is a company]**

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company subsisting/ incorporated under the provisions of the Companies Act, 2013, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its signatory, \_\_\_\_\_, authorized (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, (hereinafter referred to as the "**Allottee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **OTHER PART**.

**[OR]**

**[If the Allottee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, (hereinafter referred to as the "**Allottee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted

assigns) of the **OTHER PART**.

[OR]

**[If the Allottee is an Individual]**

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), (hereinafter called the "**Allottee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

*[Please insert details of other allottee(s), in case of more than one allottee]*

The parties to this Agreement i.e. the Developer and the Allottee are hereinafter collectively referred to as the "**Parties**" and sometimes individually referred to as "**Party**".

## DEFINITIONS

In this Agreement, unless repugnant or contrary to the context, the following terms shall have the following meanings ascribed herein –

Defined Term	Reference Clause/ Recital	Definition
<b>Act</b>		means Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) (as amended from time to time);
<b>Apartment Ownership Act</b>		Shall collectively mean and refer to the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment Rules framed thereunder as amended from time to time;
<b>Applicable Laws/ Prevalent Laws</b>	-	Shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
<b>Approvals</b>	-	Shall mean and include any permit, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project;
<b>Association</b>	-	the condominium / association of the allottees / sub-lessees for the Project, which shall be formed by the Developer under the Applicable Laws;

<b>Authority</b>		Shall mean the Uttar Pradesh Real Estate Regulatory Authority;
<b>Booking Amount</b>	Clause 1.8	Shall have the meaning ascribed to it under Clause 1.8 herein;
<b>Allottee's Event of Default</b>	Clause 12.3	Shall have the meaning ascribed to it under Clause 12.3 herein;
<b>Carpet Area</b>		Shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony (if any) appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee (if applicable), but includes the area covered by the internal partition walls of the Unit;
<b>Claims</b>	Clause 37	Shall have the meaning ascribed to it under Clause 37 herein;
<b>Common Areas and Facilities</b>	-	Shall mean such areas and facilities in the Project which are meant for common use, enjoyment and access of the allottees at the Project, as described in <b>Schedule-V</b> hereto (but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Project or a group thereof or otherwise transferable by the Developer to third parties as per Applicable Laws, such as shops, commercial areas etc.);
<b>Completion Time Period</b>	Clause 7.1	Shall have the meaning ascribed to it under Clause 7.1 herein;
<b>Competent Authority</b>	-	Shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Total Lands and/or the Project;
<b>Declaration</b>		Shall mean the 'Declaration' as defined in Section 3(m) of the Apartment Ownership Act;
<b>Exclusive Areas</b>		Shall mean exclusive terrace area appurtenant to the said Unit for exclusive use of the Allottee or verandah area and/or exclusive open terrace area (if applicable) appurtenant to the said Unit earmarked for exclusive use of the Allottee and other areas appurtenant to the said Unit for exclusive use of the Allottee;
<b>Fit-outs</b>	-	the fixtures, fittings, electrical devices, and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. that may be installed by the Allottee in the Unit, whether fixed or otherwise, to make it suitable for use;
<b>Force Majeure</b>	-	Shall mean (a) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate.; (b) any specific stay or injunction orders relating to the real estate project or any notice, order, rule, notification of the Government / Greater Noida Industrial Development Authority (" <b>GNIDA</b> ") and/or other public from any court of law, or Tribunal, competent authority, statutory authority, high power committee etc.;
<b>Government</b>	-	Shall mean the Government of Uttar Pradesh;

<b>Goods and Service Tax (GST)</b>	-	Shall mean any tax imposed on the supply of goods or services or both under GST Law;
<b>GST Law</b>	-	Shall mean Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST and all related ancillary legislations, rules, notifications, circulars, orders;
<b>Hazard</b>	-	an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project;
<b>Holding Charges</b>	Clause 7.3	Shall have the meaning ascribed to it under Clause 7.3 herein;
<b>Interest</b>		Shall mean interest at the rate of (i) 1% (one percent) above the then existing State Bank of India – Marginal Cost of Lending Rate per annum or (ii) such other rate of interest higher / lower than 1% (one percent) as may be prescribed under the Act / Rules / Regulation from the date they fall due till date of receipt / realization of payment;
<b>Limited Common Areas &amp; Facilities</b>		Shall mean those common areas and facilities in the Project which are designated in writing by the Developer before the allotment, sale or other transfer of any shop as reserved for use of certain shop or shops to the exclusion of the other shops;
<b>Maintenance Agency</b>	Clause 8	Shall have the meaning ascribed to it under Clause 8 herein;
<b>Maintenance Charges</b>	Clause 14.3	Shall have the meaning ascribed to it under Clause 14.3 herein;
<b>NOC</b>	-	Shall mean No Objection Certificate
<b>Non-Refundable Amount</b>	-	shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Developer to the channel partner/ broker in case the booking is made by the Allottee through a channel partner/ broker and (iii) all Taxes paid by Developer to the statutory authorities and (iv) subvention cost (if the Allottee has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (v) administrative charges as per Developer policy; (vi) any other Taxes, charges and fees payable by the Developer to the government authorities including but not restricted to the Pass Through Charges;
<b>Pass Through Charges</b>		Shall mean all charges, fees, Taxes/duties, impositions as may be levied by the Competent Authority, such as, lease rent, interest free maintenance security, meter charges, GST, property tax, land under construction tax, or any future increase thereof or imposition by Competent Authority;

<b>Possession Notice</b>	Clause 7.2.1	Shall have the meaning ascribed to it under Clause 7.2.1 herein;
<b>Possession Notice Expiry Date</b>	Clause 7.2.2	Shall have the meaning ascribed to it under Clause 7.2.2 herein;
<b>Project</b>	Recital C	Shall have the meaning ascribed to it under Recital C herein;
<b>Regulations</b>		Shall mean the Regulations made under the Act;
<b>Rules</b>		Shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
<b>Section</b>		Shall mean a section of the Act;
<b>Sub-Lease Deed</b>	Clause 1.1	Shall have the meaning ascribed to it under Clause 1.1 herein;
<b>Termination Date</b>	Clause 12.5	Shall have the meaning ascribed to it under Clause 12.5 herein;
<b>Total Lands</b>	Recital A	Shall have the meaning ascribed to it under Recital A herein;
<b>Total Price</b>		Shall mean the said amount mentioned in <b>Schedule-VII</b>
<b>Unit</b>	-	Unit bearing No. _____, ____ Floor having Carpet Area _____ square meter along with the right to use Exclusive Area of _____ square meters appurtenant to the Unit (Carpet Area and Exclusive Area are hereinafter collectively referred to as " <b>Total Area</b> ") ; the floor plans whereof are provided in <b>Schedule-III</b> hereto and specifications whereof have been set out in <b>Schedule IV</b> ;
<b>Taxes</b>		includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit.

## WHEREAS

- A. By and under the lease deed dated 12<sup>th</sup> November, 2014 and supplementary lease deed dated 27<sup>th</sup> May, 2015 including any amendment and/or supplemental deed executed/ to be executed from time to time ("**Lease Deed**"), Greater Noida Industrial Development Authority ("**GNIDA**") granted the leasehold rights over the recreational entertainment plot admeasuring 4,03,575 square meters bearing no. REP-1 situated at Sector 27, Greater Noida shown in the **Schedule I** (hereinafter referred to as the "**Total Lands**") in favour of the Developer.
- B. As per the Lease Deed, the Allottee herein i.e. the sub lessee shall be bound by the terms and condition of the Lease Deed, and any subsequent conditions imposed by the Authority.
- C. The Developer is in the process of developing a recreational project by the name of "**Godrej Golf Links**" on the Total Lands comprising of units, along with other amenities, facilities, services etc. and such other developments as may be permitted (the "**Township**") under the Applicable Laws.

- D. Based on its right and entitlement, the Developer intends to carry out the development of Township in a phase-wise and segment-wise manner in consonance with the Applicable Laws in the manner the Developer may deem fit.
- E. The Developer presently intends to commence development of a retail complex comprising of total \_\_\_\_\_ units and other facilities, services etc. ("**Project**") as per the layout plan and the building plan approved by GNIDA in this regard. The Developer is developing the Project over a portion of the Total Lands admeasuring \_\_\_\_\_ square meters ("**Project Land**"), as shown / shaded in the plan in **Schedule II** to this Agreement.
- F. The Developer has obtained approval of the layout plan/ building plan for the Project as the case may be, from GNIDA. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other applicable laws of the State of Uttar Pradesh;
- G. The Developer has registered the Project under the provisions of the Act with the Authority at [●] on \_\_\_\_\_ under registration No. \_\_\_\_\_.
- H. The Allottee had applied for allotment of a retail unit in the Project vide application form dated \_\_\_\_\_ ("**Application Form**") and has been allotted the Unit vide Allotment Letter Dated \_\_\_\_\_.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the rights and obligations detailed herein.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project, especially Section 14 of the Act and the terms & condition of the Lease Deed.
- K. The Parties hereby acknowledge that GNIDA, as per its letter no. 617/Ch.N./Planning/Z-247/2023-24 dated January 20, 2024 ("**GNIDA Directive**") has directed the Developer to allow the general public (i.e. whether an occupant within the Township or not) access the recreational green / facilities within the Township including community center/ club, golf course, park, shopping mall etc. In pursuance to the said GNIDA Directive, the Developer has allowed general public (i.e. whether an occupant within the Township or not) access to the Township, subject to usage charges and usage policies as may be intimated by the Developer, from time to time. The Master Club and Golf Course shall be the exclusive property of the Developer.
- L. The Parties relying on the confirmations representations and assurances of each other to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Developer hereby agrees to sub-lease the Unit and the Allottee hereby agrees to take on sub-lease the Unit as specified in definition clause.

**NOW THEREFORE** in furtherance to acceptance of the Application Form by the Developer, and in furtherance to compliance by the Allottee of the terms and conditions of the allotment letter, the Parties are executing this Agreement for recording the understanding for sub-lease

of lease hold rights of the Unit along with right to use the Common Areas and Facilities and Limited Common Areas and Facilities, on the terms and conditions mutually agreed by and between the Parties and contained in this Agreement.

## 1. TERMS

- 1.1 In consideration of the payment made and/or to be made by the Allottee to the Developer in the manner stated hereinafter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee stated hereinafter, the Developer hereby agrees to transfer sub-lease rights and entitlements in accordance to the Lease Deed over the Unit free from all encumbrances along with all easements, privileges, rights and benefit attached thereto; along with right to use the Common Areas and Facilities (which shall be co-used / shared along with other allottees in the Project, and shall be dealt with by the Developer in accordance with Applicable Laws) in favour of the Allottee at the price / consideration mentioned in Clause 1.4 hereinafter and the Allottee hereby agrees to acquire the same on the terms and condition mentioned therein. The Unit shall be sub leased in favor of the Allottee through due execution of a tripartite sub-lease deed duly stamped and registered with the jurisdictional Sub Registrar of Assurances ("**Sub-Lease Deed**") along with other documents as envisaged in this Agreement or as may be required under the Applicable Laws and/or by GNIDA and/or by the Developer.
- 1.2 Both the Parties confirm that they have read and understood the provisions of Section 14 of the Act and terms and condition of the Lease Deed.
- 1.3 All the terms & conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of Act and the Rules and Regulations made thereunder and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act, Rules and/or Regulation shall be deemed to be automatically included in this agreement to sub-lease and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.
- 1.4 The total price for the Unit is INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) ("**Total Price**") details whereof and other charges, payable by the Allottee for transfer of the Unit in its favour, are mentioned in **Schedule-VII** hereto. The Allottee has paid a sum of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as token amount/ application fee ("**Token Amount/Application Money**") at the time of signing the Application Form, which is included in the Total Price. That out of Total Price mentioned in **Schedule-VII** hereto, the Allottee has, at the time of execution of the present Agreement, made a payment of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), the receipt thereof is hereby acknowledged and confirmed by the Developer.

The total price as mentioned in **Schedule VII** ("**Total Price**") includes the Goods and Services Tax (GST) and lease rent paid/ payable by the Developer to the Competent Authority, up to the date of handing over the possession of the Unit in terms of this Agreement.

Provided that, in case there is any change / modification in the Taxes/ charges/ fees/ levies/lease rent etc., the subsequent amount payable by the Allottee to the Developer shall be increased/ decreased based on such change / modification.

Provided further, if there is any increase in the Taxes/ charges/ fees/ levies etc. after the expiry of the scheduled Completion Time Period of Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.5 The Total Price of Unit includes (a) recovery of lease premium of the Total Lands paid / to be paid by the Developer, (b) lease rent paid/ payable by the Developer to the Competent Authority, up to the date of handing over the possession of the Unit in terms of this Agreement, (c) development/ construction of (not only of the Unit) but also of the Common Areas and Facilities, Limited Common Areas and Facilities (if applicable), (d) , (d) GST/ fees/ levies etc., , (e) \_\_\_\_\_ advance Maintenance Charges as per Clause 14.3 and (f) includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the present Agreement.

The Developer has made it specifically clear to the Allottee, that the computation of the Total Price as mentioned in **Schedule VII**, does not include (i) for any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, etc. (except for a right to use on such terms and conditions as may be prescribed by the Developer or the Association, as the case may be, which shall be uniformly applicable for all allottees/ right-holder at the Project); or (ii) for any rights over areas reserved/ restricted for any other allottee/ right-holder at the Project; or (iii) for any rights over areas to be transferred by the Developer to third parties as per Applicable Laws; or (iv) Taxes which may become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit. The Allottee has agreed, understood and satisfied himself about the same, and shall be liable to pay the common expenses for running, maintenance and operation of the Common Areas and Facilities as determined by the Developer, till such time the Common Areas and Facilities are transferred to the Association and thereafter to the Association and uniformly made applicable for all sub- lessees/ right-holders at the Project. The Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Developer in its absolute discretion.

- 1.6 Further, at the express request of the Allottee, the Developer may at its sole discretion offer a rebate to the Allottee in case the Allottee desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee complying with all his obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The Allottee further understands and agrees that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Allottee under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee.
- 1.7 The Allottee shall be liable to make payment of the installment as per the Payment Plan. The Allottee shall be obligated to pay the installments by the due dates as mentioned in **Schedule-VI ("Payment Plan")**. The Developer shall periodically intimate in writing to the Allottee, the amount payable and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the Taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such Taxes/ fees/ charges/ levies etc. have been

imposed or become effective. It is being further clarified that the Developer shall not be under any obligation to send reminders for making the payment as per **Schedule-VI** and/or for the invoice raised by the Developer. The Developer has the discretion to raise invoices for the milestones which have been completed / achieved in respect of the Unit irrespective of sequences of milestones given under the Allottee's Payment Plan. If the Allottee fails to pay any installment within the stipulated time the same shall constitute Allottee's Event of Default under this Agreement. The Allottee shall be liable to pay Interest on any delayed payments from the due date till the date of such payment is actually received by the Developer as mentioned in Clause \_\_\_\_\_.

- 1.8 It has been specifically agreed between the Parties that 20% of the Total Price , shall be construed, considered and treated as earnest money under this Agreement ("**Booking Amount**"), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Allottee under this Agreement. However, in case of bank loan/ subvention scheme the Booking Amount shall be the sum paid by the borrower which is other than the amounts contributed by the lending bank, subject to the maximum of 20% of the Total Price. Booking Amount shall be payable as per the Payment Plan.
- 1.9 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development fee payable to the Competent Authority, additional charges including any enhancement of lease premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings ("**Additional Charges**") and/or any other increase in taxes/charges which may be levied or imposed by the Competent Authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development fee, Additional Charges, cost/charges imposed by the Competent Authority, the Developer upon the written request of the Allottee shall enclose the said notification/order/rule/regulation to that effect along with the demand letter (in accordance with applicable laws) being issued to the Allottee. If the Allottee fails to pay any such development fee, Additional Charges and cost/charges imposed by the Competent Authority within the stipulated time under the demand notice/invoice/applicable law raised by the Developer for the same shall constitute Allottee's Event of Default under this Agreement as specified in Clause 12.3, and the Developer may, at its sole discretion, terminate this Agreement in the manner specified in the present Agreement and the consequences entailed therein shall follow. However, the Allottee shall be liable to pay Interest on such delayed payments plus applicable indirect taxes(if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Developer.
- 1.10 Provided that if there is any new imposition or increase of any development fee, Additional Charges, cost/charges imposed by the Competent Authority after the expiry of the scheduled date of completion of Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.11 The floor plans of the Unit have been provided in **Schedule III** hereto.
- 1.12 It is agreed that the Developer shall not make any additions and major alterations in

the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Unit, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act except any alteration or addition required by any Government authorities or due to change in law.

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee/ Developer, as per the provisions of the Act, or such changes and alterations as required by the Competent Authority. The decision of the architect of the Developer shall stand final and binding upon the Allottee in the said scenario.

- 1.13 The Developer shall confirm the final Total Area that has been allotted to the Allottee after the construction of the Unit is complete and the occupation certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Total Area. The Total Price payable for the Total Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Total Area then the Developer shall adjust the excess money paid by Allottee along with Interest from the date when such an excess amount was paid by the Allottee from the next installment as provided in the Payment Plan. If there is any increase in the Total Area (and in case of Carpet Area such increase is not more as prescribed under the Prevalent Laws), allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as mentioned in **Schedule-VII**.
- 1.14 Upon payment of Total Price and registration of Sub-Lease Deed, the Allottee shall have exclusive sub-leasehold rights of the Unit. The sub-lease rights, use and occupation of the Unit, and the rights of the Allottee to use the Common Areas and Facilities (which shall be used/ shared along with other allottees at the Project) and Limited Common Areas and Facilities (as applicable to the Allottee) shall always be subject to the Applicable Laws and the terms of this Agreement for transfer and maintenance thereof, and the Allottee agrees and confirms to adhere and comply with the same at all times to come. It is an essential and basic term of this Agreement and the proposed transfer of the Unit to the Allottee, that the said Unit and the right to use the Common Areas and Facilities and Limited Common Areas and Facilities (as applicable to the Allottee) shall at all times be held by the Allottee and his successors, heirs, transferees or assignee(s), as the case may be, together as a single unit and shall not be transferred separately and independently from each other. The said condition shall run with the Unit and be binding on all persons to whom the title/ ownership of the same shall pass in future.
- 1.15 The Allottee has the right to visit the Project site to assess the extent of development of Project. However, the Allottee shall take prior appointment and abide by all the terms and conditions as decided by the Developer at the time of visit to the Project site.
- 1.16 Upon completion of the Project, the Common Areas and Facilities and Limited Common Areas and Facilities at the Project shall be provided in the Declaration for Project which would be filed by the Developer in compliance with the Apartment Ownership Act. Such Declaration shall be conclusive and binding upon the owners of all Units in the Project as per Applicable Laws.

The Developer shall, as part of the Common Areas and Facilities, provide amenities as mentioned in **Schedule-V** in accordance with the permission/ sanctions of Competent Authority, for the enjoyment of all the allottees at the Project. The Allottee

understands and agrees that the Developer may engage a third party to operate and manage the amenities. The Allottee's right to use the amenities shall at all times be contingent on due and faithful observance by the Allottee of all the rules, regulations, bye laws and conditions as may be notified by the Developer and/or Association and/or the third party operator as the case may be. The Allottee shall be liable to pay periodic subscription and usage charges, as may be intimated by the Developer/Association from time to time. The Allottee understands that the above referred periodic subscription and usage charges are subject to revision and the Allottee undertakes to abide by the same.

- 1.17 It is agreed that the Project is an independent, self-contained Project on the said Total Lands. However, the Project does not form a part of any other projects on the Total Lands, except for the purpose of integration of infrastructure for the benefit of the residents/ allottees.
- 1.18 The Developer agrees to pay all outgoings before transferring the physical possession of the units to the allottees, which it has collected from the allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.19 The Allottee herein has requested the Developer to facilitate the lease / leave and license of the Unit and upon request of the Allottee, the Developer has agreed to facilitate the further sub-lease / leave and license of the Unit. For the said purpose, the Allottee hereby authorises the Developer to facilitate the sub-lease / leave and license, as may be applicable/ permitted by the Competent Authority, of the Unit to prospective lessees/ brands until the receipt of occupation certificate. Upon receipt of occupation certificate and offer of handing over possession of the Unit, the Allottee shall have an option to request the Developer to facilitate further sub-leasing of the Unit.
- 1.20 The Allottee for this purpose stated in 1.19 above, authorizes the Developer (including its nominees and assigns) to negotiate and finalize the further sub-leasing or other arrangement(s) including leave and license in respect of the Unit, individually or in combination with other adjoining units either on the same floor and/or other floors in the Project, with any suitable lessees/ third party(ies), for the period, monthly rent and finalization of such other terms embodied in the lease deed with the intending lessee(s)/ third party(ies).
- 1.21 The Allottee shall at all times comply with all terms and conditions as agreed upon by the Developer with the prospective tenant/lessee/brand. The Allottee agrees to sign and execute all necessary documents such as LOI / MoU, sub-lease deed/ leave and license agreement ("**Definitive Documents**") with the brand as and when called upon by the Developer for letting out/ sub-leasing the Unit. The Allottee agrees that the Developer shall have the authority to finalise, negotiate and decide the terms of the Definitive Documents with the brands on behalf of the Allottee. The Allottee agrees and

acknowledges that the Allottee shall come forward for execution and registration the Definitive Documents as and when called upon by the Developer. It is hereby agreed and clarified that the Developer shall have an option but not an obligation to facilitate the leasing of the Unit. The Allottee hereby grant its/their absolute, irrevocable and unconditional consent/ permission/ authorization in favour of the Developer (either Developer itself or through its nominees/assigns) including executing special power of attorney/special power of attorney to facilitate the leasing of the Unit in terms hereof.

- 1.22 The Allottee agrees to bear all costs and expenses that may be incurred for facilitating the lease / leave and license, and execution of Definitive Documents in respect of the Unit with the prospective tenant/lessee/brand, in terms of Clause 1.21 above. These charges shall include but will not be limited to brokerage, consultant fee, marketing fee, administrative fee, legal fee, stamp duty, registration fee or any other expenses incurred by the Developer in this respect.
- 1.23 It is hereby agreed and acknowledged that the Allottee at all times shall ensure that the prospective lessees of the Allottee shall abide by the terms and conditions of the Lease Deed, this Agreement, maintenance agreement, the rules, regulations, bye-laws of the Association, and/or any agreements or letters that may be executed by the Parties. The Allottee shall further ensure that the prospective lessee shall pay the Maintenance Charges, water and electricity charges, diesel consumption charges etc. as and when demanded by the Developer or the Maintenance Agency. It is further agreed that mere existence of the lessee in the Unit shall not absolve the Allottee of any of its obligations under this Agreement. The Allottee further agrees to bear all the fit-out charges and expenses in respect of the Unit notwithstanding any arrangement between the Allottee and the Lessee.
- 1.24 Any third party rights created, including but not limited to sub lease/ leave and license, executed without the prior written approval of the Developer shall be null and void, and the Lessee shall be liable to pay damages to the Lessor, as may be determined by the Lessor at its sole discretion.

## **2. MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through cheque/ demand draft/ pay order / wire transfer, payable at par drawn in favour of "\_\_\_\_\_" and/ or any other account as stipulated by the Developer from time to time. The Allottee shall mention his customer ID, name, Unit no. and tower no. applied for, behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Allottee to provide the wire details to Developer. It is clarified that the payment date for a particular demand shall be construed as the date (or next working day if date of communication is not on a working day or after banking hours) on which the Allottee communicates the details of the said wire transfer in writing. The Allottee shall also be liable to bear and pay all present and future applicable Pass Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or Applicable Laws, which may be imposed by the Competent Authority, as and when demanded by the Developer.

- 2.2 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is not honored for any reason whatsoever, then the same shall be treated as default under Clause 12.3 below and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 2.3 The Developer shall not accept payment by cash and/ or deposit of cash in the designated account of the Developer and such payment shall not be accepted and continue to appear as outstanding against the Unit. The Developer shall accept payments towards Total Price from the account(s) of the Allottee and/ or joint Allottee only. If any payments of installments are made by any third party by or on behalf of the Allottee, the Developer shall not be responsible towards any such third party and such third party shall not have any right in Unit and the Developer shall issue receipts in favour of the Allottee only.
- Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee account only, the exception being DDs/banker's cheque received from the mortgagor bank of the Allottee.
- 2.4 The Allottee has to deduct the applicable tax deduction at source ("TDS") at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Allottee shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee fails to submit the TDS certificate to the Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Allottee shall be liable to pay penalty as per provisions of Income Tax Act, 1961.

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee shall be solely liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only when the necessary payment is received from the Allottee's account.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Developer to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any, in his name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

- 5.1 Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the Common Areas and Facilities to the Association after receiving the occupancy certificate or the completion certificate or both, as the case may be, provided that the Allottee is in compliance of all the possession related formalities.
- 5.2 Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in this Agreement.

#### **6. CONSTRUCTION OF PROJECT AND UNIT**

- 6.1 The Allottee has seen all documents/ papers as available with the Developer in relation to the Project, including but not limited to the Lease Deed, title documents, building plans sanction and other approvals obtained from the Competent Authority and the present Agreement is being entered into by him after being fully satisfied about the rights, title and interest possessed by the Developer over the same and quality of construction at the Project and after having full knowledge of the Applicable Laws, to which the Developer and/or the Project are or be subject to in future.
- 6.2 The Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be imposed by the GNIDA or any other Competent Authority. The Developer shall, before offer of possession of the Unit to the Allottee, obtain from the Competent Authority, the necessary occupation certificate in respect of the Project, as may be required under the Applicable Laws.
- 6.3 The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Competent Authority and shall not have an option to make any variation alteration / modification in such plans, other than in the

manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of this Agreement.

- 6.4 The Developer may complete the Project in part and obtain part occupation certificates for the same as the Developer may deem fit. The Allottee confirms and gives his specific consent to the same and shall not raise any objection in this regard. In such event if the Allottee is offered possession of the Unit in such completed part or portion of the Project, the Developer and/or its agents or contractors shall be entitled to carry on the remaining work including construction/ completion of units or areas near/ adjacent to the Unit / building in which Unit is situated, including further and additional construction work in the Project including the part or portion where the Unit is situated, and if any inconvenience is caused to the Allottee due to such construction activity or incidental/ related activities during the said works or construction, the Allottee shall not object or make any claim (including for any damages) from the Developer in this regard.
- 6.5 Until the Sub-Lease Deed or other appropriate deeds and documents in respect of all the units in the Project have been executed by the Developer in favour of the prospective buyers and/or treating the common areas in the Total Lands in accordance with Applicable Law, the Developer shall have control and authority in respect of all matters concerning the construction at the Total Lands, including with respect to the unsold units and the disposal thereof and the management and administration of the Total Lands. All unsold and/or unallotted Unit(s)/premises, areas and spaces in the Total Lands, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Project and Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted shop(s)/premises and shall be entitled to enter upon the Total Lands to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary. The Developer shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold units and to receive consideration, however, subject to payment of all rates, Taxes, cesses, assessments and outgoings in respect of such unsold units. However, it is clarified that the Developer shall not be liable to pay any maintenance, subscriptions charges for any unsold or unoccupied units. The Developer shall be entitled to enter in separate agreements with the purchasers of different shop(s)/premises in the Project on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new Allottee as member/s of the common organization. The Allottee and / or the common organization shall not claim any reduction in the total consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the common organization.
- 6.6 The Developer may, either by itself and/or its nominees/ associates/ affiliates also retain some units in the Project which may be subject to different terms of use, as may be permissible under law and the Allottee gives his unequivocal consent for the aforesaid.

## **7. POSSESSION OF THE UNIT**

- 7.1 **Schedule for possession of the said Unit** - The Developer agrees and understands

that timely delivery of possession of the Unit to the Allottee and the Common Areas and Facilities to the Association of allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Developer shall offer the possession of the Unit to the Allottee, after obtaining the occupation certificate for the Project on or before \_\_\_\_\_ or any other date as may be extended by RERA from time-to-time ("**Completion Time Period**") or such extended period as may be granted by Authority, subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided, however, the Completion Time Period shall stand extended on account of (i) any Force Majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Allottee including on account of any default on the part of the Allottee ("**Extension Event**").

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within the time period prescribed in the Prevalent Laws. The Developer shall intimate the Allottee about such termination as per Applicable Laws. Upon such termination, the Developer shall be free to deal with the said Unit in any manner as it may deems fit its sole discretion, without any concurrence from the Allottee. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

## **7.2 Procedure for taking possession**

- 7.2.1 The Developer, upon obtaining the occupation certificate from the Competent Authority and the Allottee performing and fulfilling its obligations as mentioned in this Agreement, shall issue a written notice ("**Possession Notice**"), to the Allottee to take the possession the Unit within (2) two months from the date of issuance of the occupation certificate or within such further period as permissible under the Prevalent Laws. The Parties shall execute the Sub-Lease deed within the timelines as prescribed under the Prevalent Laws.
- 7.2.2 The Allottee shall complete the following tasks within such period as mentioned in the Possession Notice issued by the Developer:
- (i) Pay to the Developer the balance of the Total Price, and bear the stamp duty and registration charges for the Sub-Lease Deed together with all dues, outstanding and arrears thereto (if any) and Additional Charges (if any);
  - (ii) On demand pay to the Developer legal cost, charges and expenses, including professional costs of advocates of the Developer in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering Sub-Lease Deed with respect to undivided proportionate title in the common areas in the Project in favour of the Association.
  - (iii) Execute necessary documents, declarations, indemnities, undertakings etc. as

the Developer may require.

The date on which the period specified in the Possession Notice shall expire shall be the "**Possession Notice Expiry Date**". The Allottee further agrees and acknowledges that the Developer's obligation of delivering possession of the Unit shall come to an end on the Possession Notice Expiry Date. Once the Allottee does not take possession till the Possession Notice Expiry Date, the Allottee shall be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, pay the Maintenance Charges as mentioned in this Agreement and not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Developer shall provide copy (on demand) of occupation certificate in respect of the Project at the time of execution of Sub- Lease Deed of the same.

- 7.2.3 The Allottee shall execute the Sub-Lease Deed with the Developer in the format prescribed and get it duly stamped and registered with the Sub Registrar of Assurances, Greater Noida within such time period as permissible under the Act. All costs, charges, expenses etc. towards the said execution and registration of the Sub-Lease Deed including but not limited to documentation, printing, stamp duty, registration and other miscellaneous expenditure that may be required for the same shall be borne and paid by the Allottee. In the event the Allottee fails to pay the said costs, charges, expenses etc. then the Developer shall be entitled to postpone the execution and registration of Sub-Lease Deed and handover of possession of the Unit till the time Allottee pays all such costs, charges, expenses etc. In case Allottee fails to pay the said costs, charges, expenses etc. within the Possession Notice Expiry Date then the same shall be a Allottee's Event of Default under this Agreement and the Developer shall be entitled to terminate this Agreement in terms of Clause \_\_\_\_ hereof.
- 7.2.4 The Developer shall, simultaneously with the payment of the balance Total Price, stamp duty and registration charges for the Sub-Lease Deed together with all dues, outstanding and arrears thereto (if any), Additional Charges (if any) and execution of Sub-Lease Deed; under this Agreement by the Allottee, handover the possession of the Unit as per specifications stated in **Schedule IV**.
- 7.3 **Failure of Allottee to take Possession of Unit** - Upon receiving the Possession Notice from the Developer, the Allottee shall take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit to the Allottee. Notwithstanding anything contained in the Agreement, in case the Allottee defaults to comply with its obligations as stated in the present Agreement and/or fails to take over the possession of the Unit as stipulated in the Possession Notice, then the Allottee shall also be liable to pay to the Developer holding charges of Rs.\_\_\_\_ (Rupees \_\_\_\_\_ only)per month per square meter ("**Holding Charges**") of the Total Area for the period beyond three months from the date of Possession Notice till the actual date of possession and applicable Maintenance Charges towards upkeep and maintenance of the Common Areas and Facilities and Limited Common Areas and Facilities for the period of such delay, which shall be payable by the Allottee within the time period stipulated by the Developer. During the period of said delay, the Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

- 7.4 **Possession by the Allottee** – It is expressly agreed between the Parties that at the time of issuance of the Possession Notice, the Allottee shall fully satisfy himself that the fixtures and fittings, and other items in the Unit are as per specifications stated in **Schedule IV** hereto or its equivalent and after doing so, shall acknowledge the same in writing to the Developer. From the Possession Notice Expiry Date or the date of execution of Sub-Lease Deed, whichever is earlier, the said Unit shall be at the risk of the Allottee, irrespective of whether possession of the Unit has been taken over by the Allottee or not. The Allottee shall be responsible for any loss or damage to the Unit arising from the deterioration, or decrease in value of the said Unit. Further, the Allottee shall be liable to bear and pay, from the Possession Notice Expiry Date, the proportionate charges of all outgoing/ charges in respect of the said Unit as may be levied by the Developer or Association or Maintenance Agency, Competent Authorities, as the case may be, together with all rates, Taxes, cesses, assessments, betterment charges, property tax, land under construction tax, levies etc. under the Applicable Laws.
- 7.5 However, notwithstanding anything contained in this Agreement, it is agreed between the Parties that upon receipt of the occupancy certificate issued by the concerned competent authority for the said Unit, none of the Parties shall be entitled to terminate this Agreement. It is however clarified that upon receipt of the occupancy certificate, in case the Allottee/s default/s in any manner and/or fail/s to respond and/or neglect/s to take possession of the Unit within the time as stipulated by the Developer, then the Developer shall be entitled along with other rights under this Agreement, to terminate and/or forfeit/claim the entire Total Price towards the Unit along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Allottee/s in any manner whatsoever.
- 7.6 The additional compensation / price (if any) payable to GNIDA or antecedent owners of the Total Lands if required to be paid by Developer after the allotment date, as a consequence of any order from any Court of competent jurisdiction or as directed by GNIDA, shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the same without any demur and shall not raise any objection for the same.
- 7.7 **Compensation** - The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a (i) Force Majeure event, if the Developer fails to complete or is unable to offer possession of the Unit on or before Extension Event of the Completion Time Period; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand from the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with Interest within timelines prescribed under the Applicable Laws of it becoming due.

Provided if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee, Interest as per Applicable Laws, till the offering the possession of the Unit to the Allottee, which shall be paid by the Developer to the Allottee within timelines prescribed under the Applicable Laws of it becoming due.

## 8. MAINTENANCE AGENCY

By executing this Agreement, the Allottee agrees and consents to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 or any other agency, firm, corporate body, organization or any other person nominated by the Developer ("**Maintenance Agency**") to manage, upkeep and maintain the Total Lands together with other buildings, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain Common Areas and Facilities of the Total Lands. The Allottee hereby agrees and undertakes to execute maintenance agreement with the Maintenance Agency as and when called upon by the Developer / Maintenance Agency. The Maintenance Agency shall also be entitled to collect the common area Maintenance Charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Total Lands (including the Allottee's proportionate share of the outgoings). The Developer hereby reserves its right to remove, nominate and appoint new maintenance agency for maintenance, upkeep, management and control of the Total Lands, at its sole discretion, and without any concurrence from Allottee / common organization. It is hereby clearly clarified, agreed and understood that the Maintenance Agency shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the common organization. The Allottee hereby grants his/her/their/its unequivocal and unconditional consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Maintenance Agency. It is hereby clarified and the Allottee agrees and authorizes the Developer to appoint the first Maintenance Agency in the Total Lands and post formation of the common organization, as the case may be, the Developer will novate the facility management agreement ("**FM Agreement**") in favor of the common organization, as the case may be have the option to either continue with the Maintenance Agency or appoint a new maintenance agency, provided that prior written consent of all the allottees/owners of the units of the Project are obtained for any discontinuation/non-renewal of the FM Agreement as per the terms of such FM Agreement including the obligations/penalties/liabilities etc. or appointment of a new Maintenance Agency. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee and/or common organization for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, management and control of the Total Lands and/or Common Areas and Facilities of the Total Lands thereto.

The Allottee agrees to promptly, without any delay or demur, pay the necessary fees as may be determined by the Developer/ Maintenance Agency.

The Allottee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Maintenance Agency, for the purposes of framing rules for management of the Total Lands and Common Areas and Facilities and use of the Unit/ parking areas by the Allottee for ensuring safety and safeguarding the interest of the

other purchasers of unit(s)/premises on the Total Lands and the Allottee also agrees and confirms not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/ Maintenance Agency and other purchasers of unit(s) in this regard.

## **9. FIT OUT MANUAL**

The Allottee agree(s) and undertake(s) that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Association ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of units in the Total Lands. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit.

Upon the possession of the Unit being delivered to the Allottee, the Allottee shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to any part of the Unit provided the Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee or his agents and the Allottee shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Unit as aforesaid. If the Unit is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Project and/or purchasers therein, the Allottee consent(s) to the Developer to break open the lock on the main door/entrance of the Unit and the Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee on account of such entry into the Unit.

## **10. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer hereby represents and warrants to the Allottee as follows:

- (i) The Developer has clear and marketable leasehold rights (as a lessee) with respect to the Total Lands and except as stated in Clause \_\_\_\_, it has the requisite rights to carry out development upon the Total Lands and also has actual, physical and legal possession of the Total Lands for the implementation of the Project;
- (ii) The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite Approvals from time to time to complete the development of the Project;
- (iii) Other than first charge of GNIDA, there are no encumbrances upon the said Project;

- (iv) There are no litigations pending before any Court of law or Authority with respect to the Total Lands, Project or the Unit;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Total Lands and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, Total Lands, building and Unit and Common Areas and Facilities;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project which will, in any manner, affect the rights of Allottee under this Agreement. However if any such charges are due and payable by the Developer, the same shall be duly paid along with interest (if any) before issuing the Possession Notice;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) The Developer shall duly pay and shall continue to pay and discharge undisputed governmental dues, rates, charges and Taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authority till the Possession Notice Expiry Date.
- (x) The Unit is not the subject matter of any Hindu undivided family (HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Unit.
- (xi) The Developer confirms that the Developer is not restricted in any manner whatsoever from sub-leasing the said Unit to the Allottee in the manner contemplated in this Agreement
- (xii) At the time of execution of the Sub-Lease Deed and subject to the fulfilment of the Allottee's obligations under the Agreement, the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee.
- (xiii) To the best of the Developer's knowledge, no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Unit) has been received by or served upon the Developer in respect of the Total Lands and/or the Project.

## **11. FORMATION OF ASSOCIATION**

- 11.1 The Allottee understands and agrees that the Developer may, as may be required under Applicable Laws, form a company/ condominium/ society/ Association of shop/unit owners ("**Association**") for Project at its discretion. The Association shall adhere to their bye laws and guidelines as may be formulated by the Developer in accordance with Applicable Laws. Further, the Association shall, manage and conduct the affairs relating to Project /land parcel and the rights, entitlements and obligations of the allottees with respect to the Common Area and Facilities. The Common Area and Facilities within the Project shall be transferred to the Association by the Developer in accordance with Applicable Laws upon obtaining occupation certificate. The Allottee shall also from time to time, be required by the Developer or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developer or Association within 15 (fifteen) days from the same being forwarded to the Allottee. The Allottee shall on demand pay to the Developer legal cost, charges and expenses, including professional costs of advocates of the Developer in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering Sub-Lease Deed with respect to undivided proportionate title in the common areas in the Project in favour of the Association. On the formation of Association, rights of the Allottee to the Common Areas and Facilities and Limited Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Developer may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Project.

## 12. EVENTS OF DEFAULT AND CONSEQUENCES

- 12.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of default, in the following events:
- (i) Subject to Clause \_\_ above, if the Developer fails to provide the offer of possession of ready to move in Unit to the Allottee within the time period specified in the Prevalent Laws or fails to complete the construction of the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in unit' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate, has been issued by the competent authority;
  - (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.
- 12.2 In case of default by Developer under the conditions listed above a non-defaulting Allottee is entitled to the following:
- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
  - (ii) The Allottee shall have the option of terminating the Agreement in which case

the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with Interest within the time period prescribed in the law.

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, Interest, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee within the time period prescribed under the Prevalent Laws.

12.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events ("**Allottee's Event of Default**"):

- (i) In the event that the Allottee fails or neglects to make the payment of (2) two consecutive demands for an installment as per the Payment Plan, in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on due dates, despite having being issued notice in this regard, the Allottee shall be liable to pay Interest (as defined in the definition clause) to the Developer on the unpaid amount from the time the first demand fell due.
- (ii) In case the default of the Allottee mentioned above continues for a period of 3 (three) consecutive months in spite of the Developer issuing notice to the Allottee in that regard, the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the Booking Amount along with the non-refundable amount (including but not limited to taxes, interest, brokerage etc.) ("**Non-Refundable Amount**").
- (iii) In the event if the Allottee fails to comply with its obligations, terms, conditions as set out in this Agreement and fails to rectify the default within the aforesaid period of 15 (fifteen) days except for Clause \_\_\_\_\_, then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit Booking Amount along with the Non-Refundable Amount.

The Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

12.4 After the said forfeiture, the Developer shall refund the balance amounts, if any, to the Allottee or to his banker / financial institution, as the case may be, without any liabilities towards interest/ cost/ damages whatsoever upon the Allottee executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute/ register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in such execution/ registration of the Deed shall not prejudice (i) the cancellation and termination of this Agreement; and (ii) the Developer's right to forfeit various amounts paid/due from the Allottee subject to the provisions/limits as prescribed under Applicable Laws and refund the balance to the Allottee and the Developer's right to sell/transfer the Unit, as per its discretion (without seeking any concurrence from the Allottee). For the sake of clarity, the interest and/or taxes paid on the Total Price shall not be refunded upon such termination. Notwithstanding the

above, in the event the Allottee fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall *ipso facto* stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

12.5 On and from the date of such termination on account of Allottee's Event of Default as mentioned herein above ("**Termination Date**"), the Parties mutually agree that:

- (i) The Allottee shall be left with no right, title, interest, claim, lien, authority whatsoever, either in respect of the Unit, and/ or the Project and/ or the Total Lands, and the Allottee waives his rights of claim and/ or dispute against the Developer in any manner whatsoever, and the Developer shall be released and discharged of all its liabilities and obligations under this Agreement. The Allottee acknowledges that the provisions of this clause shall survive the termination of the present Agreement.
- (ii) The Developer shall be entitled, without any claim or interference of the Allottee, to convey, sell, transfer and/or assign the Unit in favour of third party(ies) or otherwise deal with it as the Developer may deem fit and appropriate, in such a manner that this Agreement was never executed and without any claim of the Allottee to any sale proceeds of such conveyance, sale, transfer and/or assignment of the Unit in favour of third party(ies).
- (iii) The said refund by the Developer to the Allottee as stated in Clause \_\_\_\_ above, sent through cheque / demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee under this Agreement, irrespective of whether the Allottee accepts / encashes the said cheque / demand draft or not.
- (iv) In the case of allotment of Unit in favour of multiple holders then, unless a duly executed instruction by all such holder(s) is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Allottee under the terms of this Agreement upon termination, shall be made to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint holders/ allottee(s).

12.6 The Allottee acknowledges that on account of termination/cancellation of allotment of the Unit for any reason whatsoever, the Developer shall suffer a loss to the tune of the Booking Amount along with the Non-Refundable Amount. The Allottee agrees that the Developer shall be entitled to deduct the Booking Amount along with the Non-Refundable Amount, which the Allottee agrees to be a genuine pre-estimate of damages which the Developers shall suffer on account such termination/cancellation and is not punitive in nature.

12.7 The Allottee further undertakes to present himself for surrender of the Agreement, upon termination/cancellation of the allotment as may be required under the Applicable Law, at the office concerned Sub-Registrar of Assurances. Further, the Allottee undertakes to pay applicable registration charges, legal expenses and all other miscellaneous and incidental expenses for the surrender of the definitive documents on termination/cancellation of the allotment by the Parties.

### 13. TRANSFER

- 13.1 After payment of minimum 20% (twenty per cent) of the Total Price by the Allottee and subject to prior written consent of the Developer, the Allottee may transfer his rights, title and interest in the Unit under this Agreement to any third person / entity provided the Allottee is in compliance of all terms and conditions of this Agreement. Any such transfer/ assignment/ nomination by the Allottee shall be subject to Applicable Laws, notifications/ Governmental directions; the Allottee submitting documentary proof as may be required by the Developer; payment of the monies due and payable by the Allottee under this Agreement; and payment of applicable administrative fee of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) per square meter of the Total Area, along with Taxes per transfer and all other dues payable by the Allottee to Developer till that date. Further, the Developer reserves the right to allow such transfer at its sole discretion. The first transfer by the Allottee herein shall be free of such transfer/administrative charges. The Allottee understands that the Developer may grant or refuse permission, and if so granted the same shall be subject to the conditions/ compliances as may be required to be fulfilled by the Allottee and/or all subsequent allottee/s / purchasers. However, there shall be no administrative charges payable if the transfer/ assignment is proposed to be made in favour of a blood relative of the Allottee including spouse, provided in such case, the Allottee submits documentary proof as may be required by Developer. In case of name addition/deletion in allotment documents, administrative fee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) plus taxes as applicable on the Total Area per square meter of the Total Area shall be applicable each time except in cases where addition/deletion of name(s) are proposed to be made in the name(s) of blood relatives of Allottee including spouse upon submission of documentary proof. The Allottee shall further have to bear the requisite stamp duty and registration of the relevant documents which will need to be executed in this regard. However, any charges with respect to the registration/amendment/transfer payable to the authority shall be borne by the Allottee alone.
- 13.2 For such transfer to be recorded / endorsed by the Developer, Allottee along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Agreement. The Allottee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
- 13.3 The Allottee has understood and agrees to comply with the terms and conditions of the transfer of the Unit as set forth in this Clause \_\_\_\_ of this Agreement and has understood his rights, obligations and liabilities in respect thereto. The Allottee agrees to abide by all the Applicable Laws which are applicable or will be applicable to the jurisdiction in general and to the Project, including the Unit in particular.

#### **14. MAINTENANCE OF THE SAID UNIT/ PROJECT**

- 14.1 The Allottee shall be solely liable and responsible for maintenance of inside of the Unit and be liable to bear all costs and expenses to keep the Unit in a good and tenable state and condition and is expected to have suitable valid insurance policies at all times to cover all possible hazards.
- 14.2 The Developer on its own or through a third party engaged by it shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association as per Applicable Laws.
- 14.3 The Allottee hereby accepts that the provisions of such maintenance services and use

and access to the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("**Maintenance Charges**") to the Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Agreement. The rates of maintenance and service charges shall be fixed by the Developer / Maintenance Agency/ Association, keeping the prices of commodities, services, wages, official levies, fees(s), Taxes, water and electricity charges, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. In case the Allottee fails to pay the Maintenance Charges, to the Developer / Maintenance Agency/ Association as the case may be, the Developer / Maintenance Agency/ Association as the case may be, shall be entitled to adjust the arrears of Maintenance Charges from the interest free maintenance security as mentioned in **Schedule-VII**.

- 14.4 The Allottee acknowledges that advance Maintenance Charge (calculated at an estimated rate) for a period of \_\_\_\_\_ from the Completion Time Period has already been included in the Total Price of the Unit. Further, if the Maintenance Agency is not formed within 1(one) year from the Completion Time Period, the Developer shall be entitled to collect from the allottees amount equal to the amount of maintenance mentioned in the Payment Plan annexed hereto plus 10% (ten percent) in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. On and from the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, the Allottee shall pay advance Maintenance Charges as mentioned in **Schedule-VII**, which amount shall be adjusted against the actual Maintenance Charges applicable and chargeable to all the unit owners at the Project from the time of handover. Upon formation of the Association the account of the Maintenance Charges paid by the Allottee shall be handed over to the Association.
- 14.5 That as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees of the units at the Project on pro-rata basis (i.e. in proportion to the Total Area of the Unit to the total area of all the units in the Project).
- 14.6 The Allottee agrees and understands that in the Project there are certain units which have exclusive areas, balconies, terrace etc. attached to the said units. The Allottee having agreed to purchase the Unit as per the floor plans provided in **Schedule III** and specifications of the Unit as detailed in **Schedule IV** shall not raise a demand or claim upon the Developer to provide any other areas, balconies, terrace etc. which do not form part of the description and specifications of the Unit being subject matter of this Agreement nor object or interfere with the enjoyment of such areas, balconies, terrace etc. by the respective Unit owners.
- 14.7 The Allottee acknowledges that the Developer/ Maintenance Agency/ Association of Allottee(s)/ competent authority shall have right of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) and/ or Maintenance Agency/ competent authority to enter into the Unit after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

- 14.8 The Allottee further acknowledges that certain common services may run in the ceilings of the Units and may need to be accessed therefrom. Hence, for facilitating such access mentioned in Clause 14.7 hereinabove, the Allottee hereby agrees and acknowledges to ensure that that the shop interiors shall not create any hindrance and/or obstruction in the access to any such common services for maintenance.

## **15. DEFECT LIABILITY**

- 15.1 If the Allottee brings to the notice of the Developer any structural defect or any other defect in workmanship, quality or provision of services in the Unit within the time period as specified under the Prevalent Laws by the Allottee from the date of handing over possession or the date of obligation of the Developer to offer possession to the Allottee, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within such time period prescribed under Prevalent Laws, and in case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the Prevalent Laws, having regard to the nature of defect, then the Developer shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee/ the Association / the Maintenance Agency, as the case may be. The Allottee hereby agrees to such additional time/extension of time.
- 15.2 However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Unit or defective material being used or regarding workmanship, quality or provision of service.
- 15.3 However, it is further agreed between the Parties hereto that, after the possession date, the Developer shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Allottee and/or any other Allottee/s/ third party in the Unit or failure of the Allottee to maintain Unit in a diligent manner or non-compliance of any applicable laws by the Allottee; any force majeure events; where the manufacture warranty expires and the Allottee/ Association/society/federation fails to renew the annual maintenance contracts during the defect liability period.
- 15.4 It is further agreed between the Parties hereto that, the Project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors, manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by the maintenance / warranty contracts so as it to be sustainable and proper working condition to continue warranty in Unit and the Common Areas and Facilities of the layout, wherever applicable. The Developer having procured the equipment, fixtures and fittings of standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufactures/ installers. Any claim or dispute in relation thereto shall be raised by the Allottee directly with the manufactures/ installers and the usage of such equipment, fixtures and fittings shall be as per the usage guidelines as provided by the Developer / the manufactures/ the Maintenance Agency / the Association.
- 15.5 After the Completion Time Period, any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned in Clause \_\_\_\_ above) the Developer shall not be responsible for the cost of re-instating and/or

repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.

- 15.6 It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Project and/or the whole Project and/or the Total Lands. The Allottee is/are aware and agree(s) and confirm(s) that the Unit shall be of RCC structure with normal brick/block wall/dry wall/ RCC partition with gypsum/putty/cement plaster. The Allottee is/are aware that the said Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the tower/Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Allottee/the society/the Association / federation shall have no claim(s) of whatsoever nature against the Developer in this regard.

## **16. RIGHT TO ENTER THE UNIT/ PROJECT FOR REPAIRS**

- 16.1 The Developer/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 16.2 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Allottee and/or other allottees at the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Total Lands and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) and other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/ other allottees of the units constructed at the Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Unit, the Allottee authorizes the Developer and / or Maintenance Agency to break open the doors/windows of the Unit and enter into the Unit to prevent any further damage to the other units/shops in the Project. In such a case, the Developer and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Unit as aforesaid and he Allottee hereby expressly consents to the same.

## **17. USAGE**

Use of basement and service areas: The basement(s) (except for the units/shops which may be allotted to other customers) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements (except for the units/shops which may be allotted to other customers) in any manner whatsoever, and the same shall be reserved for use by the Association formed by the allottees for rendering maintenance services.

## **18. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

The Allottee represents, undertakes, confirms, and warrants to the Developer as under –

- 18.1 Upon taking over possession of the Unit, the Allottee shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the Fit-outs/ interior works in the Unit, as per its requirement and use. All such works in respect of Fit-outs/ interior works in the Unit will be done as permitted by the Developer/ Association/ Maintenance Agency and upon payment of such charges as may be levied by the Developer/ Association/ Maintenance Agency. The Allottee ensures and undertakes that all such Fit-outs done internally within the Unit shall not pose any nuisance to the other purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit, the Developer shall be entitled to call upon the Allottee to rectify the same and to restore the Unit to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Unit (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee. If the Allottee fails to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Unit and the Developer shall have the right to recover such cost/charges from the interest free maintenance security charges paid by the Allottee as per the details of pricing mentioned in **Schedule VII**. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit and/or damage to the Common Areas and Facilities as a result of any unauthorized repairs in the Unit and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit or the Common Area and Facilities.
- 18.2 The Allottee shall use the Unit for commercial purpose only and as per the provisions of this Agreement, and bye laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project nor for any illegal or immoral purposes.
- 18.3 The Allottee shall from the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, be liable to bear all costs and expenses to

keep the Unit in a good and tenantable state and condition. The Allottee shall carry out, at his own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Allottee is guilty of any act or omission in contravention of this provision, the Allottee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Developer or Association or the Competent Authority, as the case may be.

- 18.4 The Allottee shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Unit whether temporary or of a permanent nature. The Allottee shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Unit. The Allottee shall, with the prior written consent of the Developer, be at liberty to fix safety grills on the windows of the Unit, of such design as the Developer may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Allottee or there is a deviation from the specifications prescribed by the Developer; the Developer shall be entitled to remove, at the cost and risk of the Allottee, all such grills which may have been fixed at the Unit together with any decorations, alterations, additions or improvements in the Unit made by the Allottee in contravention to the provisions of this Agreement. The Allottee shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Allottee agrees and confirms that in the event the Allottee takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Allottee and the Allottee shall indemnify the Developer towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Developer.
- 18.5 The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance. After possession of the Unit is handed over the Allottee, the Allottee may insure the Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- 18.6 The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Money Laundering Regulations**"). The Allottee further declares and authorizes the Developer to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided are true and correct in all respect and nothing has been withheld including any material facts within his knowledge. The Allottee further agrees and confirms that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to terminate this Agreement. Upon such

termination the Allottee shall not have any right, title or interest in the Unit neither have any claim/demand against the Developer, which the Allottee hereby unequivocally agrees and confirms. In the event of such termination, the monies paid by the Allottee shall be refunded by the Developer to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

Furthermore, the Allottee acknowledge(s) and confirm(s) that the Unit is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 ("**Benami Act**"). The Allottee understand(s) and agree(s) that in the event the Unit is found to be a 'benami property' as defined under the said Benami Act and any proceedings are initiated under the Benami Act against the Developer or the Unit, the Developer shall have the right to take appropriate legal action to protect its interests and the interests of *bona fide* purchasers. The Allottee(s) shall fully cooperate with the Developer and provide any assistance and documentation as may be required in such proceedings.

It is also expressly agreed by the Allottee that in the event the Unit is confiscated by the appropriate authorities under the provisions of the Benami Act, the Developer shall not be liable to refund any amount paid by the Allottee under this Agreement, and the Allottee shall have no claim, whatsoever, against the Developer in respect of such confiscated property.

- 18.7 The Allottee shall neither encroach upon the Common Areas and Facilities and Limited Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 18.8 The Allottee shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Developer or the Association. If any damage is caused to the Unit, Common Areas and Facilities, Limited Common Areas and Facilities or to the Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Developer or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee.
- 18.9 The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities or any portion of the Project.
- 18.10 The Allottee shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, they may install UPS systems within the Unit. The Total Price includes power backup depending on the Unit booked by the Allottee.
- 18.11 The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities and the Limited Common Areas and Facilities.

- 18.12 The Project shall always be known as “Godrej .....” and this name shall not be changed by anyone including the Allottee or his lessees / transferee(s) / assignee(s) / Association etc. However, it is agreed by the Allottee that the name of the Project “          ” may be changed at the sole discretion of the Developer in accordance to the Prevalent Laws.
- 18.13 It is further agreed by the Allottee that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) with the Project shall at all times be subject to the sole control and discretion of Godrej Properties Limited (“**GPL**”) (being partner in the LLP) and/or as per terms of agreement between the Association and Godrej Properties Limited. It is agreed and accepted by the Allottee that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Total Lands, the Building, as well as the Association (which would be formed gradually), unless a different understanding is captured between GPL and the Association. It is further agreed that the Association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by GPL. The Allottee further agrees to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Developer. The Allottee and the Association shall not be entitled to change the name of the Project / towers without written consent of the GPL.
- 18.14 The Allottee agrees and confirms that the present Agreement and the payment made hereunder does not create or bring into existence any lien/ encumbrance over the Unit in favour of the Allottee against the Developer, other than rights and interests as contemplated under this Agreement. Further, the Allottee agrees that he shall not, without the written approval of the Developer, create any third party interest on the Unit whatsoever, till the date of execution and registration of the Sub-Lease Deed in his favour by the Developer. However, Allottee for the purpose of facilitating the payment of the Total Price and any other amounts payable under this Agreement, may apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Developer. Any such arrangement/ agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Developer may issue the permission/ NOC/tripartite agreement as may be required by the banks/ financial institution, provided however, that the Developer shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Developer, furnish an undertaking / declaration to the Developer to indemnify the Developer for all costs, expenses, injuries, damages etc. which the Developer may suffer for any breach / default that may be committed by the Allottee to the third party / banks/ financial institution. The Allottee hereby agrees that the Developer shall be entitled to terminate this Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.

- 18.15 The Allottee may put up name or sign board, neon sign, publicity or advertisement material on the external façade of the Project, subject to written approval in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc. by the Developer or the Association, as the case may be. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of the Unit.
- 18.16 From the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, and till the time each such Unit in the Project is not separately assessed, the Allottee agrees to pay on demand all Taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Total Area of the Unit. Such apportionment of the Taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Developer or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- 18.17 The Allottee hereby agrees and undertakes to be a member of the Association to be formed of all the unit owners in the Project and to sign and execute the application for registration, other papers and documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. The Allottee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, including but not limited to the following:
- (i) The entrances in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;
  - (ii) The Allottee shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other allottees. The Allottee shall not use any loud speaker in the Unit which shall disturb or annoy other allottees in the Project;
  - (iii) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee if found to be in default;
  - (iv) No bird or animal shall be kept or harboured in the Common Areas and Facilities and the Limited Areas and Facilities in the Project. In no event shall dogs and other pets be permitted in any other part of the Project unless they are accompanied by someone;
  - (v) No television aerial shall be attached to or hung from the exterior of the said Unit;
  - (vi) Garbage and refuse from the said Unit shall be deposited in such place only in the Project and at such time and in such manner as the Developer / Association / Maintenance Agency may direct;
  - (vii) The Allottee undertakes not to park his vehicles outside the Unit or any other area not specifically designated as car parking. No vehicle belonging to an

Allottee or to a family member, guest, tenant, employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.

The Allottee shall adhere to the rules and regulations mentioned at (i) to (vii) herein above and such further rules and regulations as may be made out by the Developer from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association or Maintenance Agency, as the case may be.

- 18.18 In case of termination of this Agreement, all documents executed/ received by the Allottee in furtherance thereto shall stand terminated for all intents and purposes and the Allottee shall return all documents (in original) to the Developer.
- 18.19 The Total Price is exclusive of the statutory deposits to be made by Developer to Competent Authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Allottee on a pro-rata basis as and when demanded by Developer/ Competent Authority. The lease rent shall be paid by the Allottee as per the payment milestone agreed herein. In case the same gets enhanced under the Applicable Laws including revision of lease rental, whether prospectively or retrospectively, the same shall be payable by the Allottee. Similarly, if there is any reduction/ relaxation in payment thereof and any refund is received on this account by the Developer from the Competent Authorities, the same shall be adjusted in future installment or refunded to the Allottee on pro-rata basis as the case may be.
- 18.20 The Allottee further confirms having sought detailed explanations and clarifications from the Developer and that the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Developer, the Allottee herein has signed this Agreement and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.
- 18.21 The Allottee hereby confirms and acknowledges that the specifications mentioned in the advertisement / communications and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggestive and the same are not intended to be provided as standard specifications and/or services or cannot be construed as the same. The Allottee has/have not relied on the same for his decision to acquire the Unit in the Project.
- 18.22 The Allottee acknowledges, agrees and undertakes that the Allottee shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation/commitment/offer made by any third party to the Allottee, nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.
- 18.23 The Allottee undertakes that the Allottee has taken the decision to purchase the Unit in the Project out of his own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- 18.24 The Allottee shall plan and distribute its electrical load in conformity with the electrical

systems installed by the Developer and thereafter the Association of allottees and/or Maintenance Agency appointed by Association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 18.25 The Allottee agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit by concerned authorities due to non-payment by the Allottee or any other unit/shop purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- 18.26 Save and except the information / disclosure contained herein, the Allottee confirms and undertakes not to make any claim against Developer or seek cancellation of the Unit or refund of the monies paid by the Allottee by reason of anything contained in other information / disclosure not forming part of this Agreement, including but not limited to publicity material / advertisement published in any form or in any channel.
- 18.27 The Allottee hereby consents that the Developer may and shall always continue to have the right to place/erect hoardings on the Project, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Association and the Allottee agrees not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the Association for placing / putting up the hoardings; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).
- 18.28 The Allottee undertakes not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parrises or other structural members in the Unit without the prior written permission of the Developer and/or the Association.
- 18.29 The Allottee agrees and understands that the dry and wet garbage shall be separated and the wet garbage generated in the Project shall be treated separately on the Total Lands by the allottees/residents/occupants of the Project in the jurisdiction of the concerned Municipal Authority.
- 18.30 The Allottee undertakes not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s (if applicable) or other open spaces forming a part or appurtenant to the Unit, without the prior written permission of the Developer/Association/concerned authorities.
- 18.31 The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up.

## **19. ADDITIONAL CONSTRUCTIONS**

- 19.1 The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

The Allottee understands that the Developer is developing the Total Lands in phased manner. As such the total FAR on the Total Lands may be allocated by the Developer to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase, the Allottee has understood the same and undertakes not to raise any dispute in this regard. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR. The Developer shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Total Lands as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose of in any manner it chooses. The Allottee shall give his consent as required under the Applicable Law.

All FAR at any time available in respect of the Total Lands or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Project as contemplated by the Developer is completed by the Developer and buildings / Project Land is conveyed to the Association in the manner set out herein below.

- 19.2 Neither the Allottee nor any of the other allottees of the units in the Project, nor the Association shall be entitled to claim any FAR howsoever available on the Total Lands. All FAR at any time available in respect of the Total Lands in accordance with the layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Project as contemplated by the Developer is completed by the Developer and buildings / Total Lands is conveyed to the Association. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR. The Developer shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Total Lands as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose of in any manner it chooses. The Allottee shall give his consent as required under the Applicable Law.
- 19.3 The unutilized / residual FAR (including future accretions / enhancement due to change in law or otherwise) in respect of the Total Lands shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FAR as it may deem fit, without any objection/interference from the Allottee/ Association. In the event of any additional FAR in respect of the Total Lands or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FAR for the purpose of the development and / or additions to the built up area on the Total Lands as may be permissible.

- 19.4 The Allottee or the Association shall not alter/demolish/construct or redevelop the towers or the Total Lands or any part thereof, until and unless the tower is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FAR available on the Total Lands. It is also agreed by the Allottee that even after the formation of the Association, the Developer, if permitted by the Competent Authority, shall be entitled to utilize further development potential (including fungible FAR), by putting up further construction on the Total Lands and shall thereby continue to retain full right and authority to develop the Total Lands and to utilize the entire FAR and / or any incremental development potential that may be available from time to time. Further, such potential or additional constructions shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

## **20. MORTGAGE OR CHARGE**

The Allottee acknowledges that the Developer has availed construction finance ("**Facility**") from ICICI Bank Limited ("**Lender**") and has secured the Facility by mortgaging the Total Lands in favour of the Lender. The Lender shall provide NOC, before execution Sub-Lease Deed as the case may be, releasing its charge on the Unit. The Allottee hereby gives express consent to the Developer to raise any further financial facilities against security of the Total Lands together with the building(s) being constructed thereon and mortgage the same with banks/financial institutions as aforesaid, save and except the Unit agreed to be transferred hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Unit, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Total Lands (or any part thereof) in favour of the Association as per terms of this Agreement.

## **21. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT), 2010**

The Developer has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act and/or any other Prevalent Laws.

## **22. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the present allotment shall be treated as cancelled/ withdrawn by the Allottee and refund of amount shall be dealt in terms of the Application form signed by the Allottee.

## **23. STAMP DUTY AND OTHER CHARGES**

The applicable stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement and Sub-Lease Deed in respect of the said Unit and sub-lease of undivided proportionate title in common area in favour of the Association shall be borne and paid by the Allottee as and when demanded by the Developer. The proportionate share of stamp duty and registration fee, as may be applicable, for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of Applicable Laws, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Allottee as and when demanded by the Developer.

## **24. ENTIRE AGREEMENT**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. This Agreement supersedes the application and the allotment letter issued by the Developer. The Allottee hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Allottee and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee in any manner to enter into this Agreement. This Agreement may only be amended through written consent of the Parties.

## **25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit, in the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

## **26. WAIVER NOT A LIMITATION TO ENFORCE**

- 26.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.
- 26.2 The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and

such failure shall in no way affect the validity of this Agreement or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.

**27. SEVERABILITY**

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

**28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

**29. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**30. SATISFIED WITH THE DEVELOPER'S TITLE**

The Allottee hereby declares that he has gone through this Agreement and all the documents relating to the Project and Total Lands including but not limited to Lease Deed and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee to be observed, performed and fulfilled and complied with and therefore, the Allottee hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee.

### **31. PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's/GPL's office, or at some other place, which may be mutually agreed between the Developer and the Allottee, and after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_.

### **32. NOTICES**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses mentioned herein above.

It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee, as the case may be.

### **33. JOINT ALLOTTEES**

That in case there are joint allottees, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him which shall, for all intents and purposes be considered as properly served on all the allottees and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Allottee and the same shall fully and effectively discharge the Developer of its obligation in this regard.

### **34. ORIGINAL TITLE DOCUMENTS**

The Developer, on the completion of construction of the Project and upon registration of sale / sub-lease deeds of all the units in the Project, shall hand over/deal with all the originals title deeds, license, approvals and other documents as may be required under Applicable Laws to the Association.

### **35. SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement for such Unit, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the Regulations made thereunder.

### **36. GOVERNING LAW**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Uttar Pradesh courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules

and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

### **37. INDEMNITY**

The Allottee undertakes to indemnify and keep the Developer, its nominees and its officers/employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("**Claims**") which may be faced, suffered, inflicted or incurred by the Developer as consequence of breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee or on the part of his/ personnel and/or representatives. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any Hazard within the Unit due to the Allottee's willful misconduct and/or negligence. In such an event, the Allottee shall keep and hold the Developer fully indemnified for the quantum of loss, penalty caused or borne by the Developer, claims or demands raised on the Developer due to such willful misconduct and/or negligence on the part of the Allottee.

### **38. RIGHT TO TRANSFER BY THE DEVELOPER**

The Developer may sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the Total Lands, or Project or any part thereof to third party(ies) as may be permitted under the Applicable Laws.

In addition to the above, the Developer reserves the right to assign / transfer all or any of its rights and obligations in respect of the Project in favour of any group company or associate company or a subsidiary company or a LLP or a special purpose vehicle to be formed / formed for the purpose of the execution of the Project in accordance with Applicable Laws. With effect from such date of assignment, all the letters and correspondence exchanged with the Allottee including the monies paid there under shall automatically stand transferred in the name of such new company/entity without any alterations in the original terms and conditions. The Allottee has no objection to the same and shall continue to perform all his obligations towards such new company/entity in accordance with the terms hereof.

### **39. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which (i) the Parties shall in the first instance, if permitted under Applicable Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Applicable Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in \_\_\_\_\_.

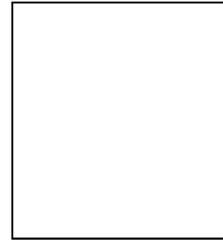
**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sub-lease in the presence of attesting witness, signing as such on the place and date first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottees:

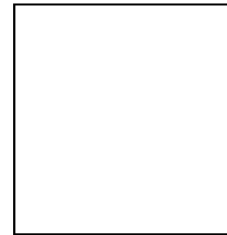
1.

Signature \_\_\_\_\_



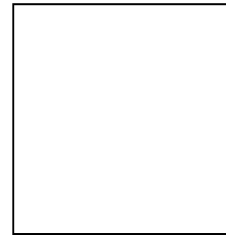
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Signature \_\_\_\_\_



3. \_\_\_\_\_

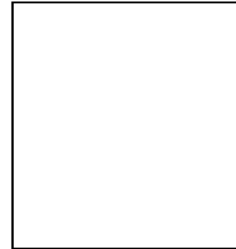
Signature \_\_\_\_\_



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

Signature (Authorized Signatory)  
Name



At on in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

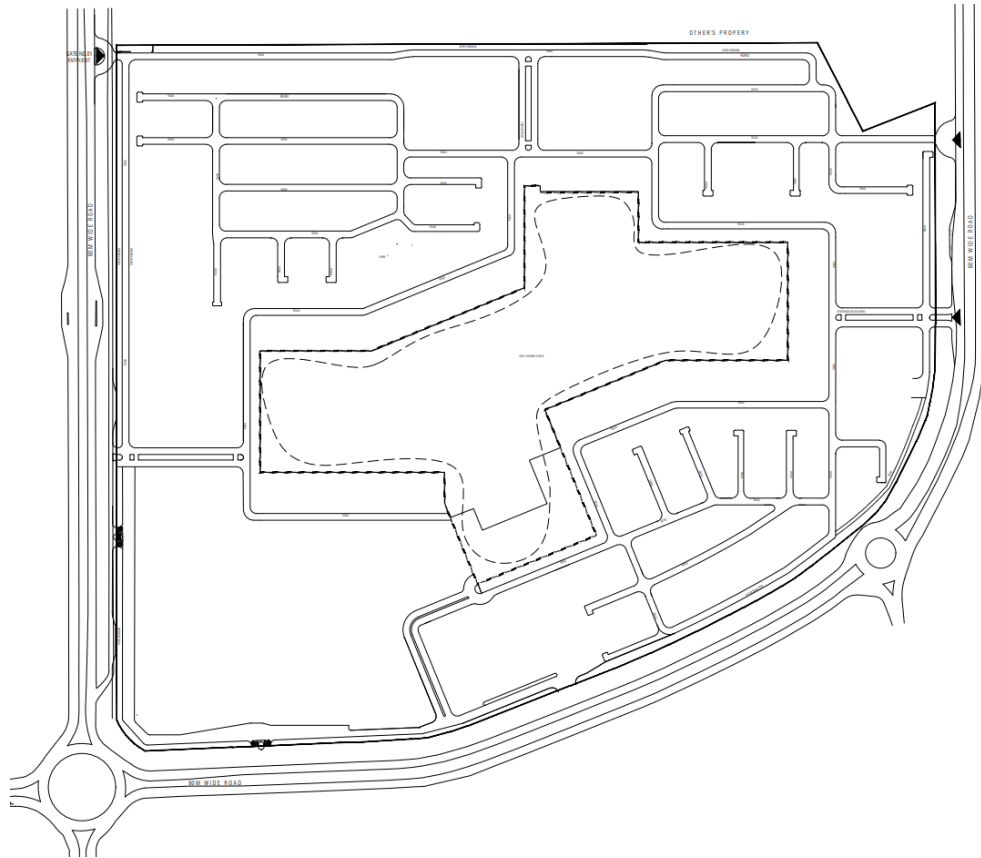
Address \_\_\_\_\_

2. Signature \_\_\_\_\_

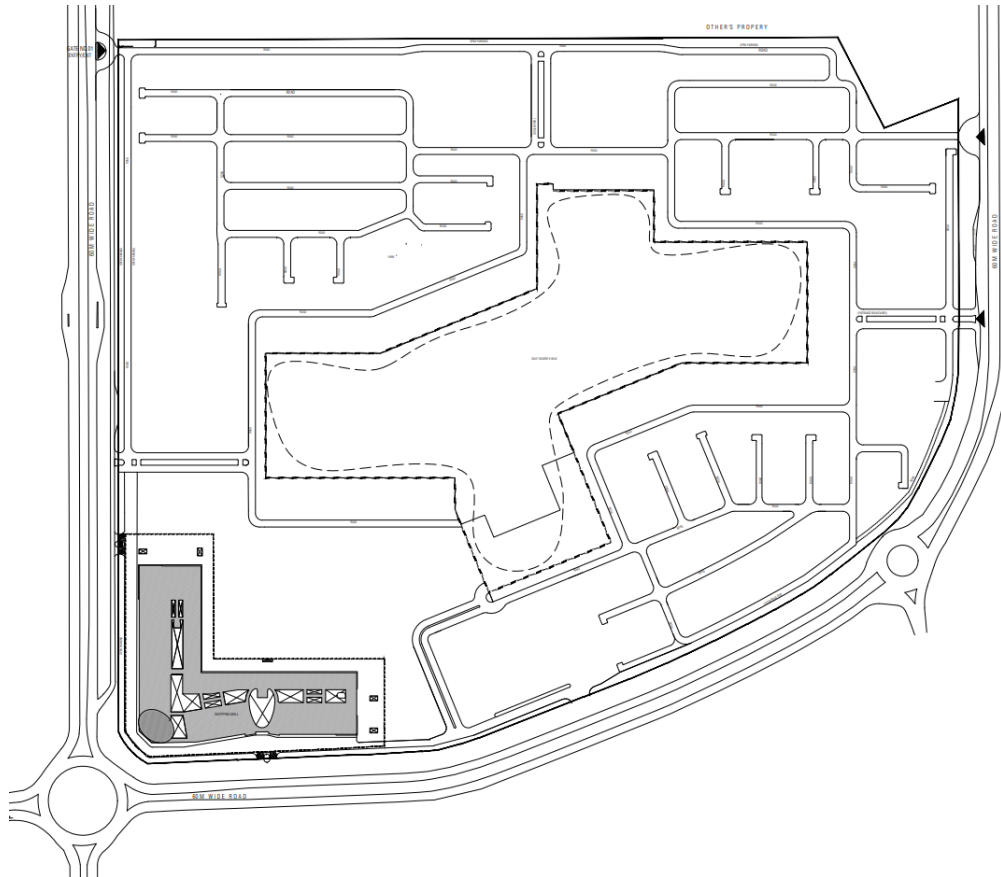
Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE I**  
**PLAN SHOWING TOTAL LANDS**



**SCHEDULE II**  
**LAYOUT OF THE PROJECT**



**SCHEDULE III**  
**FLOOR PLANS**

**SCHEDULE IV**  
**SPECIFICATIONS OF THE UNIT**

- Flooring Inside Shops – Structure Slab
- Flooring Common Area - Tiles
- Internal Paint - White Wash
- Common Area Paint – OBD
- External Wall (Corridor side) - \_\_\_\_\_
- Exterior Paint – Exterior Grade Paint
- Any other \_\_\_\_\_

**SCHEDULE V  
COMMON AREA AND FACILITIES**

1	Underground water tank and pump room
2	Water supply connection provision from main line
3	Rain Water Harvesting Pits
4	Firefighting & Domestic water supply equipment in plant room
5	Electric sub- station/ transformers/ electrical panels
6	Electrical meter room
7	Main electrical connection
8	Guard room with Boom barrier at entry and exit
9	Storm water drainage line
10	Sewerage drainage line
11	Sewerage treatment plant
12	Power Distribution System, Sub – Station including DG sets
13	Security and Fire control room
14	Sump pumps
15	Sprinkler system and ventilation system in basement
16	Garbage / OWC room
17	Water Supply from Overhead water tanks
18	Driveways/roads/walkways/lighting and services
19	Corridors, Passages, Staircases, lobbies, Munties and landings incl. Lighting and Firefighting equipment thereof where applicable
20	Lifts/Lift's shaft and Lift Machine room with the equipment
21	Escalators with the equipment
22	Lightening protection / arrestor
23	Ramp/driveways /staircases/ passage/ shafts, lighting and services thereof in basement
24	Jet fans for basement ventilation
25	Any other as may be decided by the Developer

**SCHEDULE VI**  
**PAYMENT PLAN**

**SCHEDULE VII**  
**DETAILS OF PRICING**